



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

February 19, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO RENEW AN ALCOHOL AND DRUG EVALUATION SERVICES AGREEMENT
WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA LOS ANGELES**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to execute an alcohol and drug services renewal agreement to provide alcohol and drug program evaluation services, substantially similar to Exhibit I that includes revised contract language, with The Regents of the University of California Los Angeles, for a total maximum County obligation of \$990,000, 100% offset by Federal and State funds, effective upon date of Board approval through June 30, 2007.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services, or his designee, to enter into an agreement with The Regents of the University of California Los Angeles (UCLA), to provide alcohol and drug program evaluation services. These services are designed to measure the performance and/or effectiveness of the services performed by County contracted alcohol and drug service providers and County personnel performing related contract support functions.

The current agreement expires February 29, 2004. The approval of this action enables evaluation services to continue without interruption throughout Los Angeles County.

The County has guidelines for the timely submission of contracts for Board approval. However, contract language negotiations were only recently finalized by the Department of Health Services (DHS) Alcohol and Drug Program Administration (ADPA) and UCLA and therefore it was not possible to schedule the recommended agreement three weeks in advance of the effective date, as required under the policy.

FISCAL IMPACT/FINANCING:

The County's total maximum obligation for the agreement is \$990,000, \$94,000 effective upon date of Board approval through June 30, 2004 (consisting of \$56,500 in Federal funds and \$37,500 in State funds),

\$296,000 for Fiscal Year [FY] 2004-05 (consisting of \$177,500 in Federal funds and \$118,500 in State funds), \$301,000 for FY 2005-06 (consisting of \$180,500 in Federal funds and \$120,500 in State funds) and \$299,000 for FY 2006-07 (consisting of \$179,000 in Federal funds and \$120,000 in State funds). There is no net County cost.

Funding is included in the FY 2003-04 adopted budget and will be requested as an ongoing appropriation in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On March 9, 1999, the Board approved an agreement with UCLA to implement a program to evaluate services provided to clients under County contracted alcohol and drug program services, for a County maximum obligation of \$1,700,000, effective March 9, 1999 through February 29, 2004. Under the agreement, UCLA has been responsible for implementing specific evaluation activities such as reports containing evaluation data, executive summaries, monthly and annual progress reports, and the coordination of meetings with program providers and County staff. In addition, UCLA has also been responsible for meeting with the ADPA Evaluation Program Manager and an advisory board to review the progress of services provided on a regular basis. Further, UCLA provided an annual presentation on its findings to ADPA, the County's Commission on Alcoholism and the Narcotics and Dangerous Drugs Commission, participating alcohol and drug services providers, and other concerned parties, as required by ADPA.

These evaluation services differ from the contract monitoring functions that are performed by County employees, in that evaluation services determine how effectively services are being provided, while contract monitoring functions evaluate a contractor's compliance with the legal provisions of the contract.

On June 18, 2002, the Board approved an amendment to the UCLA agreement that increased the total County maximum obligation to \$2,149,664, approved negotiated changes to the agreement for additional evaluation services and revised contract language provisions. The term of the agreement was unchanged.

DHS ADPA and UCLA negotiated contract language (Indemnification, General Insurance Requirements, Insurance Coverage Requirements) to allow for standardization of the recommended agreement with UCLA's other County contracts. The revised Indemnification language provides for the mutual indemnification between the parties for negligence and for unlawful disclosure of confidential patient identifying information.

The agreement may be terminated immediately for breach or for convenience with a 10-day advance written notice by either party.

The agreement with UCLA does not impact the DHS System Redesign since funds are 100% offset by Federal and State funds.

County Counsel has reviewed and approved the agreement, Exhibit I, as to use.

Attachment A provides additional information.

CONTRACT PROCESS:

On May 27, 1998, Department's ADPA released a "Request For Proposals for Evaluating Outcomes for Alcohol and Drug Treatment and Recovery Program Services" to select a provider for program evaluation services under a competitive selection process. UCLA was selected to provide evaluation outcome services effective March 9, 1999 through February 29, 2004.

It is not appropriate to advertise the requested renewal agreement on the Los Angeles County Online Web Site.

The Honorable Board of Supervisors
February 19, 2004
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will ensure that alcohol and drug program evaluation services will continue without interruption throughout Los Angeles County.

When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:lvb

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

CD3167.lvb.wpd

SUMMARY OF AGREEMENT**1. TYPE OF SERVICE:**

The program provides for alcohol and drug program evaluation services that are designed to measure the performance and/or services provided by County contracted alcohol and drug services providers and County personnel performing related contract support functions.

2. AGENCY ADDRESS AND CONTACT PERSON:

The Regents of the University of California,
Los Angeles (UCLA)
10920 Wilshire Boulevard, Suite 1200
Los Angeles, California 90024
Attention: Martha Hansen
Contract and Grants Officer
Telephone: (310) 794-0236
Facsimile: (310) 794-0631

University of California Los Angeles
Integrated Substance Abuse Program
11075 Santa Monica Boulevard, Suite 200
Los Angeles, California 90025
Attention: Paul Restovich
Principal Administrative Analyst
Telephone: (310) 312-0500 Xt. 361
Facsimile: (310) 312-0552

3. TERM:

Date of Board approval through June 30, 2007.

4. FINANCIAL INFORMATION:

The County's total maximum obligation for the agreement is \$990,000, \$94,000 effective upon date of Board approval through June 30, 2004 (consisting of \$56,500 in Federal funds and \$37,500 in State funds), \$296,000 for Fiscal Year [FY] 2004-05 (consisting of \$177,500 in Federal funds and \$118,500 in State funds), \$301,000 for FY 2005-06 (consisting of \$180,500 in Federal funds and \$120,500 in State funds) and \$299,000 FY 2006-07 (consisting of \$179,000 in Federal funds and \$120,000 in State funds) There is no net County cost. Funding is included in the FY 2003-04 adopted budget and will be requested as an ongoing appropriation in future FYs.

5. GEOGRAPHIC AREA TO BE SERVED:

All Districts.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Patrick L. Ogawa, Director, Alcohol and Drug Program Administration.

7. APPROVALS:

Public Health:	John F. Schunhoff, PhD., Chief of Operations
Contracts and Grants Division:	Diana Sayler, Interim Chief
County Counsel (as to form):	Robert E. Ragland, Senior Deputy County Counsel

EXHIBIT I

Contract No. _____
(COST/NR)

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)

THIS AGREEMENT is made and entered into this _____ day
of _____, 2004,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, LOS ANGELES (hereafter
"Contractor").

WHEREAS, this Agreement is contemplated and authorized by
Division 10.5 of the Health and Safety Code commencing with
Sections 11750 et seq, 11758.10 et seq, and 11758.20 et seq;
Title 9 of the California Code of Regulations ("CCR"), Division
4; Government Code Section 26227; and, to the extent this
Agreement is funded by federal Block Grant funds, also by Health
and Safety Code Sections 11754 and 11775, and by Government Code
Section 53703; and

WHEREAS, the terms "ADPA" and "SDADP", as used in this
Agreement, refer to County's Alcohol and Drug Program
Administration and the State Department of Alcohol and Drug
Programs, respectively; and

WHEREAS, the terms "alcohol services" and "drug abuse
services" have been combined under this Agreement and are now
collectively referred to as "alcohol and drug services"; and

WHEREAS, throughout this Agreement, the term "participant" shall be used interchangeably with the terms "client", "patient", and "resident" unless otherwise noted; and

WHEREAS, throughout this Agreement, the term "Exhibits" refers to Exhibit(s) A, and the term "Schedules" refers to Schedule(s) A, (and when applied, the term "Budgets" refers to Budget[s] A), and the term "Work Plans" refers to Work Plan(s) A, inclusively, unless otherwise noted; and

WHEREAS, the term "Director", as used in this Agreement, refers to County's Director of Health Services (i.e., Director of the Department of Health Services), or his/her authorized designee; and

WHEREAS, the term "fiscal year", as used in this Agreement, refers to County's fiscal year which commences July 1 and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on the date of its approval by County's Board of Supervisors and shall continue in full force and effect to June 30, 2007.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) days' written notice to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a

thirty (30) days' written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

County may also terminate this Agreement immediately upon the occurrence of any of the following events: (1) federal and/or State funds are not available for this Agreement or for any portion hereof; (2) to the extent funding for this Agreement is contingent on the review and recommendation for approval by the Local Lead Agency, such as ADPA, or any local agency designated by the ADPA to administer such review and recommendation, or by SDADP and such review or approval is not given; (3) Contractor fails to initiate delivery of services within thirty (30) days of the commencement date of this Agreement; and/or (4) Contractor fails to obtain and maintain in effect all licenses, permits and/or certifications, as required by all federal, State, and local laws, ordinances, regulations, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Notice of such termination, as described above, shall be given to Contractor in writing.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued

pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of any termination or suspension of this Agreement, Contractor shall:

A. Immediately eliminate all new costs and expenses under this Agreement. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

B. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

C. Provide to County's Department of Health Services ("DHS"), ADPA Financial Services Division, within sixty (60) days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph of the ADDITIONAL PROVISIONS, attached hereto.

2. DESCRIPTION OF SERVICES:

Contractor shall provide services in the form as described in the body of this Agreement and in the following

documents, which are attached hereto and incorporated herein by reference:

- (1) Exhibit A - Alcohol and Drug Services Agreement (Evaluation Services)
- (2) ADDITIONAL PROVISIONS - DEPARTMENT OF HEALTH SERVICES - ALCOHOL AND DRUG PROGRAM ADMINISTRATION - ALCOHOL AND DRUG SERVICES AGREEMENT (EVALUATION SERVICES) - MARCH 1, 2004

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) and (2) attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedule(s), Budget(s), and/or Statement of Work/Work Plan forms (which further defines the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of alcohol and drug services (evaluation services) to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period from Effective Date, 2004 through June 30, 2007, the maximum obligation of County for

all services provided under this Agreement is Nine Hundred Ninety Thousand Dollars (\$990,000). This sum represents the total maximum obligation of County as shown in Exhibit A, attached hereto.

B. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of federal, State, or County governments conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment or (2) at Director's option, credited against any amounts due by County to Contractor whether under this Agreement or any other agreement, or contract, covered under ADPA control. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall the maximum obligation of County for this Agreement, as set forth in this Paragraph be exceeded.

5. COMPENSATION: County agrees to compensate Contractor for performing alcohol and drug evaluation services hereunder, as

set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, the REIMBURSEMENT Paragraph of the Exhibit(s), and in the Schedule(s) (any applicable Budget[s] thereto), all attached hereto and incorporated by reference.

6. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from this Agreement, but only in proportion to and to the extent such loss, damage, liability, or expense are caused by or result from the negligent or intentional

acts or omissions of Contractor, its officers, agents, or employees.

County shall indemnify and hold harmless Contractor, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from or connected with County's acts and/or omissions arising from this Agreement, but only in proportion to and to the extent such loss, damage, liability or expense are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents, or employees.

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, but only in proportion to and to the extent claims, damages, or reasonable attorneys' fees arise from the negligent acts or omissions of the Contractor, its officers, agents, or employees. Such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance or Comparable Self-Insurance Program: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's

Department of Health Services, Contract and Grants Division,
313 North Figueroa Street, Sixth Floor-East, Los Angeles,
California 90012-2659, prior to commencing services under
this Agreement and shall specifically identify this
Agreement and its assigned County contract number. Such
certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement adding County of Los Angeles, its Special Districts, its officials, officers, and employees as additional insureds for all activities arising from this agreement.

B. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

C. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of claim or lawsuit against Contractor and/or County. Such Report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

D. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor

shall pay full compensation for all costs incurred by County.

E. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance: Limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operation Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance: Limits of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned" and "hired" vehicles.

C. Workers Compensation and Employers' Liability:

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

10. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any

claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, or divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits County's right found elsewhere in this Agreement,

including, but not limited to, any right to terminate this Agreement.

11. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall require prior written approval by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor (who shall be licensed as appropriate for provisions of subcontracted services) and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all

of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the Exhibits(s) and Schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall also not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph.

E. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation

to all subcontractors, and their officers, employees, and agents.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, or any subcontractor, for liability, damages, cost, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by

Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

In addition, in the performance of this Agreement, Contractor shall specifically comply with the requirements of Health and Safety Code, Division 10.5, Parts 1 and 3, commencing with Section 11750 et seq.; Titles 9 and 22 of the CCR; SDADP Drug Program and Drug Program/Medi-Cal policies as identified in policy letters and the Department of Health Services Substance Abuse Program Contract Financial Handbook; written procedures as may be provided to Contractor by ADPA; as well as all other applicable federal, State, and local laws, regulations, guidelines, and

directives. To the extent there is any conflict between federal and State or local law, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

13. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "Additional Provisions". The terms and conditions therein contained are part of this Agreement.

14. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a

part of the operative provisions of this Agreement and are fully binding upon the parties.

15. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement body and its Additional Provisions, and that of the Exhibit(s), Schedule(s), and any other documents incorporated herein by reference (e.g., Budget[s] and/or Statement of Work/Work Plan forms), the language in this Agreement and its Additional Provisions, shall govern and prevail.

16. ALTERATION OF TERMS: This Agreement and its Additional Provisions, Exhibit(s), Schedule(s), and any Budget(s) and/or Statement of Work/Work Plan forms, attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

17. CONTRACTOR'S OFFICE: Contractor's primary business office is located at UCLA Office of Contract and Grant Administration, 10920 Wilshire Boulevard, Suite 1200,

Los Angeles, California 90024. Contractor's primary business telephone number is (310) 794-0236 and facsimile/FAX number is (310) 794-0631. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date(s) thereof.

18. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012-2659

Attention: Division Chief

- (2) Department of Health Services
Alcohol and Drug Program Administration
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

- (1) The Regents of the University of
California, Los Angeles (UCLA)
10920 Wilshire Boulevard, Suite 1200
Los Angeles, California 90024

Attention: Martha Hansen
Contract and Grant Officer

- (2) UCLA Integrated Substance Abuse Program
11075 Santa Monica Boulevard, Suite 200
Los Angeles, California 90025

Attention: Paul Restovich
Principal Administrative Analyst

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, LOS ANGELES
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

02/18/04
CD3161
AGRAFL4.GI 02/24/99

(COST/NR/NPR)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

EXHIBIT A

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)

1. DEFINITION: Alcohol and drug evaluation services (hereafter "Evaluation Services") are planned activities which are directed towards the design and implementation of an on-going evaluation program which will be able to determine the effectiveness of services provided by County contracted alcohol and drug services providers, with the exception of Driving-Under-The-Influence programs and Penal Code 1000 Deferred Entry of Judgement programs. Special emphasis shall be placed on services provided as a result of the passage of the Substance Abuse and Crime Prevention Act of 2000. Such evaluation services, or evaluation program, will include but not be limited to, assessing the overall effectiveness of the alcohol and drug services treatment/recovery system (and/or total program outcomes); assessing the effectiveness of specific service modalities, client outcomes, and service components; and the reviewing of program cost for efficiency and effectiveness. Further, evaluation services will also involve applying a countywide perspective to identifying alcohol and drug treatment outcomes at the following levels:

A. Client/program participant level: Activities include determining changes in attitudes, behavior, and knowledge of individuals who participated in alcohol and drug treatment and recovery programs. These activities also include evaluating the continuity between multiple treatment episodes.

B. Program, modality, and agency/department level: Activities include evaluating specified program, modality, and agency/department implementation, process, and outcome efforts and goals. These activities also include recommending and establishing standards and guidelines, and assisting programs and the agency/department in meeting and maintaining standards and guidelines.

C. Cross systems level: Activities include evaluating the results of services delivered by the Los Angeles County alcohol and drug treatment/recovery system and other systems such as health care, mental health, welfare, and criminal justice.

D. Community level: Activities include evaluating changes in community conditions as a result of the Los Angeles County alcohol and drug treatment/recovery system and its components.

Evaluation services to also include the creation and dissemination of qualitative and quantitative reports, oral presentation of such reports to related governmental entities

and/or the public, when required by Director, and any other related evaluation service to be performed by Contractor that is deemed appropriate by Director.

Evaluation services shall be provided to the ADPA and other related groups performing alcohol and drug services for County, as approved by Director.

2. COUNTY STAFF: County ADPA management and evaluation staff, to the best of their ability, shall assist Contractor in performing the evaluation services described herein, including but not limited to, obtaining the collaboration of appropriate contract program provider management, treatment, and service staff, as needed (e.g., approval to access information, records, etc.) by Contractor to perform his/her evaluation services duties.

County's Evaluation Program Manager shall be the primary contact and lead County staff to assist Contractor with County activities hereunder for this Agreement. County's Evaluation Program Manager for this Agreement shall be the following person or his/her designee:

John Bacon

County's Evaluation Program Manager shall be responsible for, but not limited to the following:

A. Reviewing all objectives, tasks, deliverables, subtasks, and subdeliverables as stated within Contractor's

Alcohol and Drug Evaluation Services Contract Annual Work Plan ("Work Plan") in order to ensure that they are met.

B. Providing technical assistance, monthly or as needed, to remedy any problems that interfere with the successful completion of stated Work Plan objectives, tasks, deliverables, subtasks, and subdeliverables. Technical assistance may include areas relating to County policy, research, evaluation, information, and procedural requirements.

Other County employees may be designated by Director to assist Contractor with County activities hereunder. Contractor agrees that County does not anticipate assigning any County employees to assist Contractor on a full-time basis. County shall notify Contractor in writing of any change in the name or address of County's Evaluation Program Manager.

County's Evaluation Program Manager and/or other designated County staff shall be made available to Contractor at the discretion of Director to provide necessary input and assistance in order to answer questions and provide liaison between Contractor and County departments. All County personnel shall be under the supervision of Director.

3. CONTRACTOR'S PROGRAM MANAGER: Contractor's Program Manager shall be the following person who shall be a full-time employee of Contractor:

Desiree A. Crevecoeur

Contractor's Program Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in the Agreement.

Contractor's Program Manager shall meet monthly, or as needed, with County's ADPA management and evaluation staff to review the progress of this Agreement.

Contractor's Program Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate Contractor in any respect whatsoever.

4. CONTRACTOR'S STAFF: During the term of this Agreement and for a period of five (5) years thereafter, Contractor shall have available and shall provide at any time upon request to an authorized representative of federal, State, or County governments, a list of all persons by name, title, professional degree, and experience who are providing services during the term of the contract period.

County has the reasonable right to approve or disapprove all Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Manager. Contractor shall provide County with the name and resume of each staff member identified in its budget. Contractor shall provide County with a resume of each

proposed substitute staff and an opportunity to interview such person prior to any staff member substitution.

5. ADVISORY BOARD OR GROUP: County shall establish and maintain an advisory board or group consisting of (5) or more persons representing the Commission on Alcoholism, Narcotics and Dangerous Drugs Commission, community groups, provider organizations, and consumers. The advisory board or group shall consist of people who reside in the County of Los Angeles and represent the interests of the service community. The advisory board or group shall advise Contractor's Program Manager regarding program administration and service delivery. The advisory board or group shall meet at least quarterly.

6. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies), where evaluation services are to be provided, and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at 11075 Santa Monica Boulevard, Suite 200, Los Angeles, California 90025. Contractor's facility telephone number is (310) 312-0050 and facsimile/FAX number is (310) 312-0552. Contractor's facility days and hours of operation are Monday through Friday, 9:00 a.m. to 5:00 p.m.

Facility 2 is located at _____
_____. Contractor's facility telephone number is (____) _____ and facsimile/FAX number is

(____) _____. Contractor's facility days and hours of operation are _____.

Contractor shall obtain prior written approval from Director at least thirty (30) days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, facsimile/FAX number, or wheelchair access, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director at least ten (10) days prior to the effective date(s) thereof.

7. MAXIMUM ALLOCATION: During the period period of this Agreement from Effective Date, 2004 through June 30, 2004, that portion of the maximum obligation of County which is allocated under this Exhibit for evaluation services is Ninety-Four Thousand Dollars (\$94,000).

During the period of this Agreement from July 1, 2004 through June 30, 2005, that portion of the maximum obligation of County which is allocated under this Exhibit for evaluation services is Two Hundred Ninety-Six Thousand Dollars (\$296,000).

During the period of this Agreement from July 1, 2005 through June 30, 2006, that portion of the maximum obligation of County which is allocated under this Exhibit for evaluation services is Three Hundred One Thousand Dollars (\$301,000).

During the period of this Agreement from July 1, 2006 through June 30, 2007, that portion of the maximum obligation of

County which is allocated under this Exhibit for evaluation services is Two Hundred Ninety-Nine Thousand Dollars (\$299,000).

Any unexpended portion of the allocation for any of the above funding periods shall carry over to and be available in the next funding period, but not none of the unexpended portion of the allocation for any of the above funding periods shall carry over and be available past the termination date of this Agreement.

Other financial information for this Exhibit is contained in Schedule(s) A and Budget(s) A, attached hereto and incorporated herein by reference.

8. REIMBURSEMENT: County agrees to compensate Contractor for actual reimbursable costs incurred while providing services designated in this Exhibit in accordance with the dollar amounts listed in the Schedules(s) and detailed in the Budget(s) as referred to above, attached hereto and incorporated herein by reference, as such costs are reflected in Contractor's billing statement. The definition of "services" for purposes of this Paragraph shall include time spent performing any service activities designated in this Exhibit and shall also include time spent on preparation for such service activities.

Each invoice shall include the amount requested and provide a level of detail acceptable to County. Contractor must obtain the written approval for each invoice by County's Evaluation Program Manager or other person designated by Director. County

shall not be liable or responsible for any payment prior to such written approval.

9. EVALUATION DESIGN, CONFIDENTIALITY, AND APPLICABLE LAWS :

Contractor agrees to develop and implement an evaluation design that is consistent with the proposed ADPA Evaluation Management System, contained in Attachment B, "Request for Proposals for Evaluating Outcomes for Alcohol and Drug Treatment and Recovery Program Services, May 1998," not attached hereto. Contractor agrees to show evidence that its evaluation design is supported by research literature as appropriate and effective for achieving the goals of the evaluation with respect to the targeted population and programs. Contractor must use the American Psychological Association format for citing research studies and must include a bibliography of relevant research literature.

Contractor agrees to consider compatibility with the California Outcome Measurement System in the evaluation design, and to work with County's Evaluation Program Manager or other person designated by Director in this regard.

Contractor agrees to implement written procedures to protect the confidentiality of client/participant records, in accordance with Title 42 Code of Federal Regulations ("CFR") Part 2, "Confidentiality of Alcohol and Drug Abuse Patient Records."

Contractor agrees to comply with Section 504 of the Federal Rehabilitation Act of 1973 and Title III of the Federal Americans with Disabilities Act of 1990.

10. STATEMENT OF WORK AND WORK PLAN FORMS AND THE EVALUATION OF SERVICES: Contractor agrees to provide evaluation services to County contracted alcohol and drug treatment and recovery programs and of treatment outcomes of County participants within these programs as described and as summarized in Contractor's "Statement of Work" form, attached hereto and/or incorporated herein by reference. Contractor shall be responsible for producing the descriptions and summaries as listed on the Statement of Work form (including producing the summaries for any goals and objectives to be achieved by Contractor in providing such services during the term of the Agreement) and submitting the Statement of Work form with a description of County participants in writing for County's Evaluation Program Manager's review and approval before the commencement of any services hereunder.

In addition, Contractor agrees to provide evaluation services to County and County participants as further described in detail on Contractor's Los Angeles County Evaluation System ("LACES") Project Control Document Phase Two Work Plan ("Work Plan") document, attached hereto and incorporated herein by reference.

The Work Plan shall provide a detailed description of specific evaluation activities for preparing and implementing the proposed evaluation design. The Work Plan shall identify accountable staff, milestones, key deliverables (such as reports

containing evaluation data), all key tasks and activities, executive summary, monthly and annual progress reports, and monthly, or as needed coordination meetings with program providers and County staff.

The Work Plan shall provide a detailed description of the services provided by Contractor, the goals and objectives to be achieved, and shall include a timetable, divided into individual calendar months for the period designated in the Exhibit of this Agreement, showing the start and completion dates for all such services, and goals and objectives. All start and completion dates shall be within the same period designated in the Exhibit of this Agreement. For multiple year agreements, completion dates shall not extend into another period, unless such date is pre-approved by Director. In any event, all completion dates listed by Contractor shall not exceed the term of this Agreement.

The Work Plan shall describe specific plans for conducting process evaluation activities, such as, but not limited to, collecting and analyzing information on client characteristics, client service needs, client treatment history, services received, and services provided by programs.

The Work Plan shall describe specific plans for conducting outcome evaluation activities, such as, but not limited to, collecting and analyzing information on client-program participant/program/environment interactions associated with program retention and long-term treatment outcomes; treatment and

recovery program service modalities, assessment of multiple treatment outcomes (such as, alcohol and other drug use, employment, criminal activity, and social functioning), and determining the cost effectiveness of treatment and recovery program services.

The Work Plan shall include specific plans to ensure that the activities and data from this evaluation will be consistent and supportive of the planned comprehensive automated ADPA Community Information System for County-funded alcohol and drug programs.

Contractor agrees to allow County to use the Work Plan to evaluate the effectiveness of the services provided by Contractor under this Agreement, and to modify, as required, the services provided by Contractor, or develop and implement a new service or program activity, to improve services received under this Agreement. Contractor shall collect and report data on services and/or program operation performance and outcome expectations.

Upon prior approval of Director, Contractor may participate and cooperate in any evaluation study(ies) conducted by County, or in any such study(ies) conducted by Federal or State agencies, in which County agrees to participate. Contractor shall participate in the development and implementation of the Countywide Evaluation Management System.

11. REPORTS: Subject to the reporting requirements of the "Additional Provisions" of this Agreement, incorporated herein,

Contractor shall submit a monthly report to County's Evaluation Program Manager on its progress toward meeting the objectives, tasks, deliverables, subtasks, and subdeliverables stated within the Work Plan. The monthly report should have the following information:

- A. Period covered by the report.
- B. Summary of project status for the report period.
 - 1) Objectives, tasks, deliverables, subtasks, subdeliverables, and other work scheduled for the reporting period which were completed.
 - 2) Unresolved issues that resulted in the non-completion of objectives, tasks, deliverables, subtasks, subdeliverables, and other work scheduled for the reporting period.
 - 3) Plan of action with an updated milestone chart for resolving the issues that have prevented the successful completion of objectives, tasks, deliverables, subtasks, subdeliverables, and other work.
 - 4) Any other information required by County.

Contractor shall also provide an annual presentation on its evaluation results to ADPA, the County of Los Angeles Commission on Alcoholism, the County of Los Angeles Narcotics and Dangerous Drugs Commission, and participating alcohol and drug program providers. For each fiscal year, Contractor agrees to prepare and distribute an annual written report with executive summary

that covers the evaluation design, status, and results.

Contractor also agrees to provide any additional reports and presentations to program providers, clients, and other concerned parties as required by ADPA.

02/18/2004

CD3162

CD2103.RW 06/05/2002

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

SCHEDULE A

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)

	Period of (____/____/04- 06/30/04)	Period of (07/01/04- 06/30/05)	Period of (07/01/05- 06/30/06)	Period of (07/01/06- 06/30/07)
1. Maximum Allocation.....	\$ 94,000	\$ 296,000	\$ 301,000	\$ 299,000
2. Projected Revenues.....	\$ 0	\$ 0	\$ 0	\$ 0
3. Gross Program Allocation.....	\$ 94,000	\$ 296,000	\$ 301,000	\$ 299,000
4. Maximum Monthly Amount/Allocation for Evaluation Services..... (Item 1 divided by the number of months in the period)	\$ 23,500	\$ 24,666	\$ 25,083	\$ 24,916

Contractor's reimbursement for travel related expenses listed below shall be limited to the rates listed in UCLA's Travel Policies and Procedures. The rates listed below are currently in effect and shall automatically be revised at such times as UCLA's Travel Policies and Procedures are revised.

Mileage:

36 cents per mile.

Meals:

\$50.00 per day for periods of more than 24 hours.

\$33.00 per day, for periods of 12-24 hours.

Contractor's reimbursement for travel related lodging shall be limited to \$223.50 per night, plus all taxes included on the voucher for a single occupancy hotel accommodation. This amount equals County's maximum allowable amount for lodging plus a major city differential, as set forth in County's Adjustment of Travel Expenses Reimbursements Effective February 1, 2003. Reimbursement without a voucher shall be \$20.00 per night. These limits shall automatically be revised at such times as County's maximum allowable amounts for these categories are revised.

02/18/2004

CD3162

CD2103.RW 06/05/2002

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

BUDGET A

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)
(_____, 2004 through June 30, 2007)

ITEM	(____/____/04- 06/30/04) AMOUNT	(07/01/04- 06/30/05) AMOUNT	(07/01/05- 06/30/06) AMOUNT	(07/01/06- 06/30/07) AMOUNT
Salaries	\$ 63,250	\$ 201,935	\$ 205,971	\$ 204,263
Facility Rent/Lease	5,000	15,000	15,000	15,000
Equipment Lease	0	0	0	0
Services and Supplies	7,384	21,080	21,013	21,134
Administrative Overhead	<u>18,366</u>	<u>57,985</u>	<u>59,016</u>	<u>58,603</u>
Gross Budget*	\$ 94,000	\$ 296,000	\$ 301,000	\$ 299,000

* Contractor may revise the amount of any existing line item(s) by a maximum of ten percent (10%) of the gross budget without prior written approval of, and not more than twenty-five percent (25%) of the gross budget with prior written approval of, Director or his authorized designee. Therefore, any increase in any line item(s) of the budget shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in County's maximum obligation during the term of this Agreement.

02/18/2004

CD3162

CD2103.RW 06/05/2002

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

STATEMENT OF WORK

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve.

Services and Overall Goal:

The overall goal is to develop, implement, and maintain an ongoing treatment process and outcome monitoring and evaluation infrastructure for the countywide system of alcohol and other drug (AOD) treatment and recovery program services and to assess outcomes at various levels for clients, programs, cross-system, and communities. The contractor will use AOD data from multiple, existing sources and will obtain additional data from concurrent treatment process and outcome studies. Community substance abuse indicators will be compiled and incorporated on an ongoing basis in order to provide an appropriate context for interpretation of the evaluation results to support AOD program strategic planning

A detailed description, including a timeline, of the services to be provided and the goals and objectives to be achieved, as they relate to the Services and Overall Goal statement above shall be

provided under the "Project Control Document Phase 2 Work Plan"
attached hereto.

02/18/2004

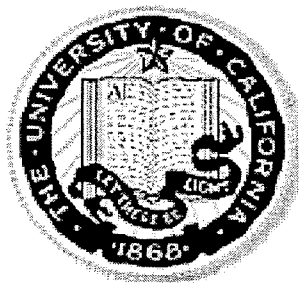
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CD2103.RW 06/05/2002

Los Angeles County Evaluation System:
An Outcomes Reporting Program

LACES

University of California, Los Angeles
Integrated Substance Abuse Programs



PROJECT CONTROL DOCUMENT
PHASE TWO WORK PLAN

Richard Rawson, Ph.D., Principal Investigator
Desiree Crevecœur, M.A., Project Director
11075 Santa Monica Blvd., Suite 200
Los Angeles CA 90025

Prepared by
Richard Rawson, Ph.D. & Desirée Crèvecoeur, M.A.

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PROJECT CONTROL DOUCMENT FOR PHASE TWO

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**PROJECT CONTROL DOCUMENT
PHASE II WORK PLAN**

I. LACES PROGRAM NARRATIVE

In 1998, the Los Angeles County Alcohol and Drug Program Administration (ADPA) contracted with the UCLA Integrated of Substance Abuse Programs (UCLA/ISAP) to design, implement and maintain an ongoing standardized, automated evaluation system to assess the overall Los Angeles County alcohol and other drug program on the following levels:

The client level of the evaluation is intended to assess changes in the attitudes and behaviors of the clients. The primary instrument that will be utilized in this level will be the ASI-Lite. The ASI-Lite is a semi-structured interview designed to examine clients' functioning on various levels including medical and employment status, history of drug use/abuse, family history, family and social relationships, and legal and psychiatric concerns (Weisner, Mclellan, & Hunkler, 2000). This instrument has been validated and shown to be reliable with diverse populations (Longabaugh, 1991). It is currently in use at many organizations including a number of the ADPA-contracted agencies that will be a part of the LACES evaluation. In addition to the ASI-Lite, the providers will be responsible for completing an individualized treatment plan for all clients.

Program, Agency, and System information will determine the results of service delivery by modality and program-treatment levels. Information will be compiled for each program to determine outcomes for that specific program. Once data has been compiled for all programs within a specific modality, the complete set of data will be analyzed in order to develop a set of guidelines for that modality. These guidelines will be reviewed and discussed by ADPA and UCLA with the assistance of the CRC. Once the guidelines are developed, they will be used to assess individual programs. In the event that the program falls short, the ADPA and UCLA (as appropriate) will work with that agency to bring up its performance to match or exceed the guidelines. Finally, the data from all of the programs will be aggregated in order to evaluate the entire ADPA alcohol and drug treatment/recovery system.

Cross Systems Linkage will determine the results of services delivered by the Los Angeles County AOD treatment system and other systems such as health care, welfare, and criminal justice. The Cross Systems Linkage Evaluation will require a great amount of computer networking technical expertise and the collaboration between the ADPA and UCLA to ensure that all providers are adequately equipped and trained and that all data is gathered using methods designed to protect client confidentiality.

Community Indicators will measure the changes in community conditions as a result of AOD services. This component will use the information gathered from the above sources as well as information that will be gathered from current community indicators and a cost analysis of ADPA's programs. This fourth component of the evaluation is expected to provide a "big picture" evaluation of the impact of ADPA's AOD programs on various communities in Los Angeles County.

During Phase I, UCLA/ISAP designed and initiated the first steps of an evaluation system, which is called the Los Angeles County Evaluation Systems: An Outcomes Reporting Program (LACES). Questionnaires, forms and automation requirements concerning client assessment, admission, discharge, follow-up, and data control procedures were introduced. Provider training

and interactions were critical to this phase. These Phase I efforts and activities were accomplished and supported by a partnership that includes contracted program providers, ADPA and other Los Angeles County staff, and UCLA/ISAP staff.

Phase II will include a continuation of Phase I activities and procedures and the design and implementation of additional forms, questionnaires, and reporting requirements that cover program and community level services, activities, indicators, and outcomes.

II. SCOPE AND OBJECTIVES

The goal of LACES is to provide Los Angeles County with an ongoing system for evaluating the effectiveness of the alcohol and drug-related program services and the outcomes of program participants. By building an ongoing system rather than conducting a one-time study, LACES offers the promise of delivering continuous objective information over time to promote the constant improvement of the alcohol and other drug (AOD) treatment system. By using the most current measurement strategies and technology, LACES will provide a wealth of monthly, quarterly, and annual information on clients, client outcomes, AOD treatment services, and program effectiveness.

LACES OBJECTIVES

- To create an ongoing evaluation system in Los Angeles County that supports a comprehensive assessment of the entire AOD treatment system in aggregate and meaningful program-by-program performance and outcome evaluations.
- To comprehensively catalog and characterize the Los Angeles County AOD treatment system.
- To design and implement standardized evaluation procedures and methodologies, which are evidence-based, consistent with best practices, and computer, supported.
- To examine a broad range of information about those who use Los Angeles County alcohol and drug-related services, what services they need, and how well the services meet their needs.
- To determine the cost-effectiveness of Los Angeles County-funded AOD treatment system.

III. LACES REQUIREMENTS AND RESPONSIBILITIES

Completion

ADPA Information System and Data Requirements/Responsibilities

1. Access to Data

15th of month

LACPRS admission and discharge data will be made available to UCLA by the 15th of each month. On that date, ADPA will send to UCLA, via electronic submission, the program and participant data for the prior month. If more convenient, ADPA may send to UCLA a report that is the same or similar to the LACPRS/CADDS data report that is sent to the State Department of Alcohol and Drug Programs. In the case where a correction is made, that correction should be sent with the data for the following month and noted specifically in the data set. This will allow UCLA to prepare and provide more useful monthly and quarterly reports.

If the decision is made to provide UCLA only with the data that is obtained from those programs "actively" involved in LACES, then ADPA must follow the same transmission guideline outlined above. Furthermore, beginning March 1, 2004 ADPA will begin to submit data to UCLA from all of the agencies that currently have individual programs included as a Sentinel Site (i.e., all data from Tarzana Treatment Center, Phoenix House, Shields for Families, etc). These additional programs will constitute the second wave of data that will be analyzed for evaluation purposes.

Currently UCLA has access to the DENS and LA County version of the ASI. However, access to the Accurate Assessment version of the ASI is unreliable. Therefore, it is proposed that those programs that utilize the Accurate Assessment systems be required to submit data to UCLA on a quarterly basis. UCLA will house, clean, and analyze that data according to what is required for the evaluation.

2. List of Program Providers

6/01/04

UCLA requires a copy of an ADPA approved and verified provider list. This list should contain all of the ADPA contracted alcohol and drug programs in Los Angeles County, by modality and program type. This list should identify for each program their contract number and provider identification number (ADP facility number plus ADPA extensions). This must be provided to UCLA within 90 days of the commencement of this new contract.

3. Data Verification

Ongoing

Due to the size of Los Angeles County and the amount of required data, data verification tasks must be completed on a bi-weekly basis to ensure that accurate and complete data are being entered into the ADPA system and forwarded to UCLA. Data verification tasks should include, but may not be limited to:

- Verifying that all sites are sending in the complete data to ADPA, allowing UCLA access on a monthly basis
- Run quality assurance checks on all data related to the LACES program including
 - LACPRS intake and discharge data
 - Additional Prop 36 questions
 - ASI data
- Ensure the timeliness and completion of all data received

If it is determined that the data received is inaccurate, ADPA must follow-up on the problem to correct it and future problems of a similar nature.

UCLA/ ISAP Requirements/Responsibilities

4. Design, Implementation, and Maintenance of On-Going Data Systems Support

LA County standardized assessment instrument – Addiction Severity Index (ASI): Work will continue on the development and implementation of a unified ASI system component that will allow all programs to input ASI information and access necessary ASI information from a central location. This system must be implemented by the end of the second quarter of the first contract year of Phase II. ADPA and UCLA will have joint responsibility in the development and implementation of this universal ASI component. In the event that the universal ASI component is not developed (and during the transition phase), the 12 additional questions that were added to the LACPRS from the ASI shall be used in place of in the ASI system.

5. Presentation and Distribution of Information

Ongoing

Monthly, quarterly and annual reports, resulting from data analysis and related activity, will be made available to ADPA for approval prior to public distribution, unless otherwise agreed to by the LACES Principal Investigator and the Director of ADPA.

6. Follow-up forms

Ongoing

The informed consent and locator forms will continue to be used when enrolling participants into the long-term (i.e. 12-month) follow-up group. These forms must be completed to the best of the ability of the counselor. Once the forms are completed, the originals shall be held for pick-up by UCLA and copies will be made and kept in the participants' files.

7. LACES Follow-up Protocol

Ongoing

Enrollment into the LACES follow-up protocol shall continue through the end of the first quarter covered by this contract. UCLA will continue to administer the ASI at follow-up until such a time that the number of follow-ups interviews is satisfactory to UCLA for evaluation purposes.

8. Development and Implementation of an Ongoing Follow-up Protocol 10/31/04

UCLA will develop a protocol that will allow for the continued long-term follow-up of participants moving through the LA County AOD treatment system. This protocol will include information and instructions concerning the best methods for selection, consenting, and locating participants. It will also include a proposal that will allow UCLA to continue with the follow-up if so desired by ADPA.

9. Program Level Evaluation 07/04 to 12/04

LACES will collect information to assess the LA County AOD Treatment system on a program level. Information collected will include but may not be limited to: drug testing, assessment of ancillary services offered at each program, a survey of counselor training and education, client satisfaction, and a tally of the services obtained by each participant while enrolled in treatment. For more information, see deliverables below.

10. Data Analyses Ongoing

UCLA is responsible for conducting the analysis of the data provided by the treatment programs and ADPA. However, ADPA is responsible for ensuring that the data received by UCLA is verified and accurate. If UCLA has to be responsible for data processing and verification, additional funds must be made available and additional time allotted for the analysis, write-up, and presentation of the data.

Joint ADPA and UCLA/ ISAP Requirements/Responsibilities

11. Revised LACPRS Admission/Discharge Screens 3/01/04

The admission and discharge LACPRS questions were revised to include 12 additional questions whose purpose it is to measure short-term outcomes. With the design and implementation complete, the next phase will focus on improving the quality of the responses made to the complete LACPRS (original and additional questions). Existing definitions will be reviewed and revised when possible and as necessary. New definitions will be constructed for those questions that are reportedly ambiguous or have historically produced invalid or inaccurate data (e.g., discharge status). These revisions will allow for better data to be collected, submitted, analyzed, and reported. Finalization of any and all modification of the LACPRS admission and discharge questions will occur in November 2003 and must be implemented in the LACPRS computer system within 90 days of the commencement of this new LACES contract.

IV. DELIVERABLES LIST

This section presents the deliverables, along with a description for each, frequency, and the projected completion timeline. The brief description of the deliverables includes, where applicable, who the deliverable will be given to at completion (ADPA, providers), what is contained in the deliverable, and also notes if there will be regular updates. The frequency of completion of each deliverable is included in parentheses next to the name of the deliverable. Most of the deliverables will be completed on a quarterly or annual basis. Finally, the completion timeline includes the start and end date for each item. In many cases the deliverable will be completed multiple times during the contract, but due to space constraints, only the first and last date of completion is included here.

No.	Deliverable Description (Frequency)	Completion Timeline
1.	Evaluation Design (annual updates) This document details the proposed evaluation plan for conducting LACES, including the goals, overall design, project implementation phases, data collection design, plans for automation, quality control, and outlines the levels of the evaluation. The plan will be updated annually to account for improvements, delays, and policy changes that effect the developmental timeline of the evaluation system. There will be a total of three (3) updates during this contract.	April 2002 to May 2006
2.	Final Project Control Document (one per contract) Work Plans (annual, with quarterly updates) This document provides a description of the activities and a detailed work plan developed for LACES, including proposed tasks/activities, responsible ISAP staff, key deliverables, monthly progress reports and coordination meetings. The accompanying work plans will be updated on a quarterly basis and will be used annually to determine the level of success with maintaining the evaluation design timeline. One (1) project control document will be completed for this contract, and three (3) separate work plans – one each fiscal year – will be completed, along with quarterly updates to each work plan (12 in total).	February 2004 to June 2006
3.	LACES Expansion and Maintenance Action Plans (annual) This document will serve as the blueprint for the expansion activities of LACES to incorporate the rest of Los Angeles County and will include a detailed outline of which programs will be incorporated next and what will be needed to complete each step of the process. It will be imperative to obtain a new, ADPA approved Provider list prior to each revision so that UCLA and ADPA may be assured that all programs	June 2004 to June 2006

are included in the plan. Each expansion action plan will be updated on a quarterly basis, and fully revised for each new fiscal year. As such there will be a total of three (3) expansion action plans and twelve (12) updates produced for the new contract.

4. LACES Service Utilization Reporting (SUR) (monthly) July 2004 to June 2007

A questionnaire and/or system component will be designed and implemented to collect the number and type of treatment services received by participants. Data will be collected monthly, along with the participant information, to be analyzed and reported back to ADPA, the executive, and program directors at each treatment facility. This system may be updated/refined on a yearly basis. The purpose of this component will be to access information concerning the number and type of treatment services participants receive. This information may then be used to help to define various program types and used to determine what types of program activities produce the best outcomes.

The detail of the SUR is still under review and must be approved by UCLA, ADPA, and the CRC. Once developed, the questionnaire and/or system component for collecting this information will be incorporated into the ADPA LACPRS system.

5. Program Level Drug Testing (annual) June 2004 to June 2007

Each program will also be requested to submit information on whether or not the facility utilizes drug tests, the type, and the consequences of a positive test or their general policy procedures regarding a positive test. This information will then be used, along with the information from the SUR to examine treatment participant outcomes, as well as examining possible ways to increase program retention and successful outcomes.

This information will be collected once a year and will be included in each of the three annual reports.

6. Ancillary Services (annual) June 2004 to June 2007

UCLA will conduct an annual survey to assess the extent of ancillary services offered at each agency. Information will be gathered concerning the type of service, what the ancillary service consists of, who on staff is responsible for the delivery of the service, its availability with regards to the participants and program type, as well as an estimation of the participants' use of these services. An assessment will then be made as to utility of the service and what additional services may also be necessary to best serve the participant population at each agency.

This information will also be included in each of the three (3) annual reports produced from the evaluation activities.

7. Certification/Training/Education of Treatment Staff (quarterly) June 2004 to June 2007

The LACES staff will measure the level of education, training, and the type of certification held by program staff. During training sessions, providers will complete a form requesting information on their educational levels, training, and certifications. Additionally, during the first follow-up site visit the LACES staff will obtain educational and training information on those staff members who did not attend the LACES training.

This information, which will be gathered on a quarterly basis, will assist UCLA in determining the training needs of the County as well as assist the County in addressing any additional federal and state requirements regarding the training of alcohol and other drug treatment providers

8. LACES Provider Training Manual (annual updates) May 2004 to May 2007

A manual will be developed to include information related to LACES such as the research protocol, an outline of the information collected and what that information is used for, examples of useful analyses, copies of the data collection and follow-up interview instruments, and a protocol to be used for the follow-up process. This manual will be distributed to all providers and will also be available on-line at the LACES website.

The main purpose of the manual is to provide answers to some of the questions concerning the evaluation and to allow for providers to educate their counselors on the correct information to be gathered from treatment participants for purposes of evaluation. Furthermore, this guide will be useful to the County once the evaluation system is completely implemented and functioning independent of UCLA. The manual will be updated yearly.

9. Progress Report (quarterly) March 2004 to June 2007

On a quarterly basis, a status report will be submitted, which describes progress made to-date toward meeting the objectives, tasks, and deliverables; unresolved issues resulting in delays, and barriers encountered will also be listed. This document will include an overview and review of the status of the goals for the current quarter, and a review of the next quarter's goals. This report, pending data availability and approval, may also include information on participant outcomes.

There will be a total of 10 quarterly reports completed during this contract.

10. LACES Annual Report February 2004 & September 2005-2007

This report will address the progress of LACES each year and will include findings (program level reports, system wide reports, special population reports), conclusions, obstacles encountered and their resolutions, and other relevant information. The main focus of the annual report will be the outcomes obtained from the data collected by the treatment providers and directly from the participants. This information can then be used to show the positive and long-lasting effect of alcohol and other drug treatment.

There will be three annual reports prepared and delivered in September, each contract year.

11. Program Assessment Reports (Quarterly)

October 2004 to March 2007

The Program Assessment Reports (Site Report Cards) will detail the current findings for each program and will be made available to the Executive Director, the Program Director, and ADPA electronically for review. The results of these report cards will provide peer level information and help to guide ADPA and UCLA in determining the level at which programs operate and where improvements can be made. The reports will include the extent of compliance with the LACES evaluation requirements, as well as the federal and state reporting requirements. Furthermore, these reports will provide some outcomes information for the program, comparing it to other programs of the same type across the County.

The reports will be completed and made available on a quarterly basis and will be updated and edited as determined by ADPA, UCLA, and the LACES community advisory group.

12. LACES Website (www.laces-ucla.org)

March 2004 to June 2007

The LACES website will continue to be available for providers to access as a means of gaining information on the status of the evaluation and once the Site Report Cards are finalized, they will also allow selected individuals the opportunity to view the report card for their specific site.

This site will be maintained and updated on a monthly basis.

13. Weekly Meetings Minutes (monthly)

March 2004 to June 2007

LACES work group meetings are held on a weekly basis and will continue to be held on a weekly basis until both UCLA and APDA determine that less frequent meetings are warranted. During the workgroup meetings, LACES updates the ADPA on the current status of the evaluation, reports are distributed and assessments tools and documents are reviewed.

The minutes from weekly meetings are included in the monthly progress report submitted to ADPA by UCLA and will provide information about points of discussion and outcomes/actions taken.

14. Community Review Committee Meeting Minutes (monthly)

March 2004 to June 2007

Currently the Community Review Committee meets once a month on the third Thursday of each month or as needed. Beginning in the first fiscal year of the new contract, these meetings will be held on a quarterly basis and will be used to update the CRC on the status of the evaluation efforts as well as to disseminate the data currently available. Minutes from all Community Review Committee meetings are provided at all meetings and

are also included in the monthly progress report submitted to ADPA from UCLA.

15. ADPA Information Systems (IS) Meetings (as needed) March 2004 to June 2007

Information technology meetings are held at the ADPA in Alhambra to review and discuss the current status of the Los Angeles County Participant Reporting System, the status of the provider list, and will provide the opportunity to discuss any additional issues that may come up as they relate to the electronic transmission, cleaning, maintenance, and analysis of the data. Minutes from all IS meetings are also included in the monthly progress report.

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

ALCOHOL AND DRUG PROGRAM ADMINISTRATION

ALCOHOL AND DRUG SERVICES AGREEMENT (EVALUATION SERVICES)

MARCH 1, 2004

02/18/2004

CD3163_LVB

CD2816_LVB 05/05/2003

ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT (EVALUATION SERVICES)
MARCH 1, 2004

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ATTACHMENTS:

- I SAFELY SURRENDERED BABY LAW FACT SHEET AND
POSTER
- II BUSINESS ASSOCIATE PROTECTED HEALTH INFORMATION
DISCLOSURE AGREEMENT

02/18/2004
CD3163_LVB
CD2816_LVB 05/05/2003

ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT (EVALUATION SERVICES)
MARCH 1, 2004

1. ADMINISTRATION: County's Director of Health Services or his/her designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director and to authorized Federal and State representatives the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION, FISCAL DISCLOSURE, AND REAL PROPERTY DISCLOSURE: If requested by County, Contractor shall prepare and submit within 30 calendar days, any or all of the information described in Subparagraphs A, B, and C immediately below.

A. Form of Business Organization: An affidavit sworn to and executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.

(2) Articles of Incorporation and By-Laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with the County.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof. This shall not require a request by County.

B. Fiscal Disclosure: An affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes. This shall not require a request by County.

C. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where services are provided hereunder, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill therefor.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement,

lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any

family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

3. STAFFING: Contractor agrees to operate continuously throughout the term of this Agreement with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this Agreement. Such personnel shall be qualified in accordance with all applicable State and County code requirements. Contractor shall fill any

vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) incorporated herein.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify the Director about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions.

Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Contractor shall be responsible for the training of appropriate employees concerning applicable Federal, State and County laws, regulations, guidelines, directives and administrative procedures. Contractor shall institute and maintain a training program, approved by the Director, in which all personnel providing services under this Agreement will participate.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Federal Rehabilitation Act of 1973, the Federal Americans with Disabilities Act of 1990, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require

in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated

damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. PAYMENT:

A. General Requirements: Contractor shall be compensated by County for performing alcohol and drug

evaluation services hereunder, in accordance with the procedures, and in the manner, as described below:

(1) Monthly Billing: Contractor shall bill County monthly in arrears on billing forms described in County Department of Health Services Substance Abuse Program Contract Financial Handbook. Such billing forms shall be provided to Contractor by County, or billings shall be made on Contractor's own billing forms that have been approved by ADPA. All billings shall clearly reflect all required information as specified on the billing forms and any other information as required by the ADPA (e.g., Contractor's tax identification number and/or Drug/Medi-Cal provider number) to properly process Contractor's billings, in regards to the evaluation services provided and for which a claim is being made, and as related to any and all payments due to Contractor by, or on behalf of, a participant. Billings shall be presented to County promptly after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the payment provisions set forth in the Exhibit(s) incorporated herein, and the following:

a. Payment for all evaluation services provided hereunder shall be limited to the aggregate

maximum monthly amount(s) set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto. Contractor will be paid the lesser of the monthly maximum amount of the contract, or the current monthly billing amount.

b. No single payment to Contractor shall exceed the maximum monthly amount set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto, unless there have been payments of less than the maximum monthly amount for that mode of service for any prior month of that fiscal year, or unless unexpended previous allocation under this Agreement has been carried forward to such fiscal year. To the extent that there have been lesser payments for a mode of service or unexpended previous allocation, the resultant savings may be used to pay monthly billings for that mode of service in excess of the maximum monthly amount.

(2) In no event shall County be required to reimburse Contractor for those costs for services performed hereunder, which are covered by funding received by Contractor under other County agreements, or under other governmental contracts, grants, or funding sources.

(3) In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM ALLOCATION Paragraph of the Exhibit(s) for each mode of service provided hereunder, except that unexpended allocations from prior funding periods during the term of this Agreement shall be available and added to the Maximum Allocation of the next funding period. In such event, Contractor's Maximum Monthly Allocation shall be increased accordingly. Unexpended allocations can not be spent after the termination of this Agreement.

(4) In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

(5) Withholding Payment:

a. Subject to the provisions of the ANNUAL COST REPORT Paragraph of this Agreement, if the Annual Cost Report is not delivered by Contractor to County within the date specified, County may withhold all payments to Contractor under all alcohol and drug evaluation services agreements between County and Contractor, until such time that such report is delivered to County.

b. Subject to the provisions as specified in subparagraphs B, C, and D of the REPORTS Paragraph of this Agreement, if any Monthly Report(s) is(are) not delivered by Contractor to State, or to County (which requires such information to generate reports that are sent to the State), by the date(s) specified, then County may elect to withhold all payments to Contractor under all alcohol and drug evaluation services agreements between County and Contractor, until such time that such report(s) is(are) delivered to the State or County. County further reserves the right to withhold all payments to Contractor under all alcohol and drug evaluation services agreements between County and Contractor, due to Contractor's refusal to cooperate with audits and investigations as set forth in subparagraph H of the RECORDS AND AUDITS Paragraph of this Agreement.

Notwithstanding any other provision of this Agreement, if State (or any other funding source) withholds funds intended for County to support this Agreement, or any other alcohol and drug evaluation services agreements between County and Contractor, due to the actions of Contractor (e.g., late reports, financial disputes, etc.), then County shall withhold payment of funds to Contractor, until

such time that State (or other funding source), releases funds to County for payment to Contractor for services provided herein.

c. Subject to the reporting and data requirements of this Agreement and the Exhibit(s) incorporated herein, and to County's right to withhold any and all payments due to Contractor for any failure to cooperate with audits and investigations as set forth in subparagraph H of the RECORDS AND AUDITS Paragraph herein, County may elect to withhold a maximum of ten percent (10%) of any claim for payment by Contractor if any report (other than the Annual Cost Report or Monthly Report) or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete or is not completed in accordance with requirements set forth in this Agreement. This ten percent (10%) withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

d. Subject to the provisions of the TERM, and ADMINISTRATION, Paragraphs of this Agreement, and the Exhibit(s) incorporated herein, County may

withhold a maximum of ten percent (10%) of any claim for payment by Contractor, if Contractor has been given at least a thirty (30) days notice of any deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but not to be limited to, failure to provide the quality of evaluation services as described in this Agreement, Federal, State, and County audit exceptions resulting from noncompliance, and significant performance problems as determined by monitoring visits. This ten percent (10%) withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

e. Subject to the provisions of the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, County may withhold claims for payment by Contractor.

f. In any event, not more than ten percent (10%) of any one month's claim may be withheld under this provision except as specified in subparagraph A.(5)a. and A.(5)b. of this PAYMENT Paragraph hereinabove. Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the

deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

g. In addition to subparagraphs (1) through (5) herein, the Director may withhold claims for payment by Contractor for delinquent amounts due to County as determined by a cost report or audit report settlement, resulting from this or prior years' agreement(s).

(6) Contractor agrees to reimburse County for any Federal, State, or County, audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

B. Additional Procedural Requirements for Cost Reimbursement Agreements: In addition to the general requirements described in Subparagraph A hereinabove, for those alcohol and drug service agreements using a cost reimbursement format (cost reimbursement agreements), the following additional procedural requirements will apply:

(1) Preliminary (Cost Report) Settlement Payment:

a. Pending a final settlement between Contractor and County based upon a fiscal year audit determination of allowable costs, the parties shall make a preliminary cash settlement for each fiscal year or portion thereof that this Agreement is in

effect. Such preliminary settlement shall be based upon the Annual Cost Report, which is referred to in the ANNUAL COST REPORT Paragraph hereinbelow.

b. If the Annual Cost Report shows a balance due to the County, the amount due shall be repaid by Contractor forthwith by cash payment, or at the discretion of Director, as a credit on future billings.

c. If the Annual Cost Report shows a balance due to the Contractor, the amount due shall be paid to Contractor forthwith, provided that the maximum allocation for such services is not thereby exceeded.

d. Such settlement shall be paid within forty-five (45) calendar days after County submits the Los Angeles County Summary Cost Report to the SDADP.

(2) Final (Audit Report) Settlement Payment:

a. If the fiscal year audit conducted by Federal, State, and/or County representatives finds that allowable and necessary net costs for any mode of services furnished hereunder are lower than the payments made therefor by County, and/or if it is determined by such audit that any payments made by County for a particular mode of service are for costs which are not reimbursable pursuant to

provisions of the Health and Safety Code, Division 10.5, Part 2, the Department of Health Services Substance Abuse Program Contract Financial Handbook, and/or this Agreement, then the difference shall be repaid by Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

b. If such fiscal year audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference shall be paid to Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County. Request for authorization shall be made in writing to Director, and shall include the travel dates, locations, purpose/agenda, participants and costs.

(3) Interest may be charged on amounts owed to ADPA as a result of cost report settlements and audit liabilities.

8. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's specific written approval, County may use such monies to

fund the provision of additional evaluation services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health Programs and Services. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes once per fiscal year. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are

specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice

of such reallocation to Contractor and to County's Chief Administrative Officer ("CAO"). Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

9. RECORDS AND AUDITS:

A. Documentation: Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities, records of specific service activities, and other records as specified by ADPA, this paragraph, and paragraph 15. Contractor shall retain such documentation in Los Angeles County and shall make the same available to County and its representatives at a location in Los Angeles County within ten (10) calendar days of prior written notice by County's ADPA during normal County business hours for purposes of inspection or audit.

B. Financial Records: Contractor shall prepare, implement, and maintain a written cost allocation plan according to the provisions of SDADP's Audit Assistance Guide dated November 1, 1990, and any amendment(s) thereto. Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting

principles, and the Department of Health Services Substance Abuse Program Contract Financial Handbook provided by County to Contractor. Contractor hereby acknowledges receipt from County of the Department of Health Services Substance Abuse Program Contract Financial Handbook. Such records shall clearly reflect the actual cost for each mode of service provided by Contractor, for which payment is claimed, and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants and other revenue received, including any Federal Drug/Medi-Cal or State General Fund revenues, and all costs incurred by mode of service (e.g., community prevention and recovery program, residential community recovery program, inpatient medical detoxification, outpatient drug free counseling, outpatient medical detoxification), for alcohol and drug services performed herein, including but not limited to, a cash receipts journal indicating all revenue, its source and intent (e.g., participant fees, contributions, restricted grants, unrestricted grants), and a listing of County remittances received. Contractor shall agree that any unidentified cash receipts shall be applied as a reduction of reimbursable Agreement costs.

(2) Reports, studies, statistical surveys or other information used to determine and allocate indirect

costs among Contractor's various modes of service under this Agreement. For purposes of this subparagraph, indirect costs shall mean those costs intended by the Department of Health Services Substance Abuse Program Contract Financial Handbook to be identified as indirect costs.

(3) Personnel records which account for the percentage of time worked on each mode of service and total work time of each of Contractor's personnel in providing alcohol and drug evaluation services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, and timecards signed by the employee and approved by the supervisor, which verifies percentage time distribution by mode of service and accounts for the total time worked by each of Contractor's personnel on a daily basis. This requirement shall apply to all of Contractor's personnel, including the person functioning as executive director (or his/her equivalent) of Contractor's, if such executive director provides any services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance

advises, vendor invoices, appointment logs, participant ledgers).

C. Preservation of Records: If following termination of this Agreement Contractor's (parent) facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director of SDADP and the Director shall be notified thereof by Contractor in writing and arrangements are to be made by Contractor, when requested by Director, to transfer to County all service, financial, personnel, and any other related records and reports, referred to hereinabove and any service records in any of the Exhibit(s) incorporated herein for preservation.

D. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect, unless such requirement is waived by written notice by County. An initial audit shall be conducted following the end of County's current fiscal year and at scheduled intervals thereafter as agreed to by the parties hereto, but not less frequently than every two (2) years.

The audit shall satisfy the requirement of the Office of Budget and Management ("OMB") Circular Number A-133. Such audit shall be performed by an independent Auditor in accordance with recognized auditing standards (e.g., United States General Accounting Office Publication, Standards for

Audit of Governmental Organizations, Programs, Activities and Functions), and any other applicable Federal, State or County statutes, policies or guidelines. Contractor shall file such audit report(s) with County's Department of Health Services - Financial Services Division within the earlier of thirty (30) calendar days of Contractor's receipt of the report(s) or nine months after the end of the audit period. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate, or suspend this Agreement.

The independent auditor's workpapers shall be retained at least three (3) years following the completion of the audit, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by Federal, State or County representatives upon request.

E. Federal Access to Records: If, and to the extent that, Section 1861 (v)(1)(I) of the Social Security Act [42 United States Code (U.S.C.) Section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly

authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

F. County To Be Provided Audit Reports: In the event that an audit is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file such audit reports(s) with the Director and County's Department of Health Services, ADPA - Financial Services Division, within thirty (30) calendar days of receipt, unless otherwise provided under this Agreement, or under applicable Federal or State regulations. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Agreement.

G. Cooperation During Audits and Investigations: Contractor shall cooperate fully with authorized Federal,

State, and County representatives in conducting on-site audits or investigations during regular business hours, whether such audit or investigation is announced beforehand or unannounced. Contractor shall comply fully with lawful requests made by such representatives in the performance of their duties during an audit or investigation. Contractor shall make available in a timely manner, all documentation and/or records requested by such representatives.

In the event Contractor refuses entry to any authorized Federal, State, or County representative for the purposes of conducting an audit or investigation, or fails to cooperate fully, or fails to provide requested documentation, County may withhold any and all future payments due Contractor until Contractor complies with the request(s).

In the event County withholds payment, Contractor shall continue to bear complete and sole responsibility for providing services hereunder and comply with all provisions of this Agreement. If Contractor fails to do so, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement.

10. REPORTS: Contractor shall submit to County the following reports showing timely payment of Contractor's employees' Federal and State income tax withholding:

A. Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State

quarterly income tax withholding return, Federal Form 941, and or State Form DE-3 or their equivalent.

B. Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees income tax withholding whether such payments are made on a monthly or quarterly basis.

County shall not retain such reports but shall return them to Contractor. Required submission of above quarterly and monthly reports by Contractor may be waived by the Director based on agency performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph shall not apply to governmental agencies.

C. Contractor shall make other reports as required by the Director or by SDADP, concerning Contractor's activities as they relate to this Agreement. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

11. ANNUAL COST REPORT:

A. For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's Department of Health Services, ADPA, Financial Services Division ("FSD"), one (1) original and one (1) copy of an

annual cost report, and if applicable, one (1) original and one (1) copy of the Drug/Medi-Cal Performance Report for each mode of service and service delivery site (by provider number), within sixty (60) calendar days following the close of such fiscal year. In addition to the requirements set forth under this Agreement, Contractor shall comply with any additional cost report requirements, such as the separate reporting of individual and group counseling expenditures and revenues and report applicable units of services as required by the State. Such cost report shall be prepared in accordance with generally accepted accounting principles, using cost report forms and instructions provided by County.

B. If this Agreement is terminated or canceled prior to June 30th, the annual cost report and if applicable, Drug/Medi-Cal Performance Report, shall be for that Agreement period which ends on the termination or cancellation date and two (2) copies of such report shall be submitted within sixty (60) calendar days after such termination or cancellation date to County's Department of Health Services, ADPA, FSD.

12. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and participant records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to

confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors, but only in proportion to and to the extent such loss, damage, liability, or expense are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents, or employees.

County shall indemnify and hold harmless Contractor, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by County, its officers, employees, agents, or contractors, but only in proportion to and to the extent such loss, damage, liability or expense are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents, or employees.

13. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between

County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

14. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives for the operation of its facility(ies) and for the

provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives which are applicable to their performance hereunder. If County requests, Contractor shall send a copy of each license, permit, registration, accreditation, and certificate to ADPA within ten (10) calendar days.

15. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31 U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of

Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

16. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to

Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

17. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of

filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, and materials, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, and materials, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact ADPA's

Contract Services Division for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

18. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full

compliance with all applicable local laws, ordinances, and regulations relating to the property. It is understood that Contractor is not responsible for maintaining facilities where it may be providing services under this Agreement, such as conducting research, but which is leased or owned by another entity, such as a drug or alcohol service provider. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

19. DRUG FREE WORK PLACE: Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug Free Work Place Act of 1990) and will provide a drug free work place, in the provision of services herein, by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) work place, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

B. Establish a drug free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

(1) The dangers of drug abuse in the work place;

(2) The person's or organization's policy of maintaining a drug free work place;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:

(1) Be given a copy of the County's drug free policy statement; and

(2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the agreement, or termination of the agreement, or both, and Contractor may be ineligible for future County agreements if the County determines that any of the following has occurred:

(1) Contractor has made false certification; or

(2) Contractor has violated the certification by failing to carry out the requirements as noted above.

20. PROPRIETARY RIGHTS: County shall have proprietary rights to any and all materials produced, distributed, or compiled under this Agreement. Such materials are the property of County and

shall not be circulated outside Los Angeles County in whole or in part, nor released to the public, without the specific authorization by Director or as required by law. However, County hereby authorizes Contractor to use and reproduce materials produced under this Agreement.

County reserves the right to use, reproduce, distribute, and sell any and all materials produced, delivered, or compiled pursuant to this Agreement, and reserves the right to authorize others to use and reproduce such materials.

21. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER:

Contractor and its subcontractor(s) recognize that health care facilities (e.g., residential health care facilities) maintained by County, and the participants that they serve, provide care that is essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor and its subcontractor(s) during any riot, insurrection, civil unrest, natural disaster, or similar event, is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

22. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or

potential situation is delaying or threatens to delay the timely performance of the Agreement, such party shall, within three (3) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

23. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

24. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence Program Participants for Employment ("GAIN") program, who meet Contractor's minimum qualifications for the open position. County will refer GAIN participants by job category to Contractor.

25. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

26. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective Bargaining Units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its Collective Bargaining Units.

Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

27. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Health Services ("DHS") shall make the determination to resolicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

28. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

- (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its

debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer

period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

29. TERMINATION FOR IMPROPER CONSIDERATIONS: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement if it is found that considerations, in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County

manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or fraud@auditor.co.la.ca.us.

Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

30. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination.

Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

31. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s) will evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time to time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies or actions which County

determines are severe or continuing and that may place the performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include a improvement/corrective action measures to be taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

32. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code

of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of the effective date of this Agreement, Contractor shall submit to County's CSSD a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

33. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall

constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the TERMINATION FOR INSOLVENCY AND DEFAULT Paragraph of this Agreement.

34. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles'") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

35. RETURN OF COUNTY MATERIALS: At the expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

36. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to the exclusive jurisdiction of the courts of the State of

California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

37. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

38. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

39. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that

Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

40. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under

this Agreement or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented.

Contractor shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

41. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

42. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

43. BUSINESS ASSOCIATE PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT

The performance of Contractor's obligations under the Agreement could require Contractor's receipt of, or access to, Protected Health Information, as such term is defined in "Attachment II" (Business Associate Protected health Information Disclosure Agreement). Contractor and County hereby agree to be bound by the terms and conditions of the Business Associate Protected Health Information Disclosure Agreement (Attachment II) (hereafter "Business Associate Agreement") by and between Contractor (referred to in Attachment II as "Business Associate") and County (referred to in Attachment II as "Covered Entity") for the term of this Agreement and as provided in the Business Associate Agreement.

44. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time

employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of

Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to ADPA.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

46. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its

employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

47. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

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What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

No shame.

No blame.

No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

**BUSINESS ASSOCIATE
PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT**

This Business Associate Protected Health Information Disclosure Agreement (hereafter "Business Associate Agreement") is by and between the County of Los Angeles (hereafter "Covered Entity") and The Regents of the University of California, Los Angeles (hereafter "Business Associate").

RECITALS

WHEREAS, the parties have executed an agreement, including all amendments thereto, whereby Business Associate provides services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information in order to provide those services (hereafter "Agreement");

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (hereafter "HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations");

WHEREAS, the Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS:

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.2 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.5 "Services" means all tasks, deliverables, goods, services and/or other work provided by Business Associate pursuant to the Agreement.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.7 Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in the Privacy Regulations or in the Agreement, to the extent not inconsistent with the Privacy Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE:

2.1 Permitted Uses and Disclosures of Protected Health Information.
Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Paragraphs 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Business Associate Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law. Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not permitted by this Business Associate Agreement. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at (213)

240-7908 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report to Covered Entity's Chief Information Privacy Officer, at Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 493, Los Angeles, California 90012, no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure.

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any such requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy

that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within ten (10) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within ten (10) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief

statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this Section 2.8, Business Associate shall document the information specified in items (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY:

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION:

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of the Agreement. Business Associate's obligations under Paragraphs 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 4.3 and 5.2 shall survive the termination or expiration of this Business Associate Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in the Agreement, upon Covered Entity's

knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Business Associate Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Business Associate Agreement if Business Associate has breached a material term of this Business Associate Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in subparagraph (b) of this Paragraph 4.3, upon termination for any reason or expiration of this Business Associate Agreement and the Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS:

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement as Business Associate.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to a provision of the Agreement, the provision of this Business Associate Agreement shall prevail.

Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations.